

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
3:22-cv-00238-RJC-DSC**

MANUEL MORENO,

Plaintiff,

v.

**UNIVERSAL PROPERTY AND CASUALTY
INSURANCE COMPANY,**

Defendant.

Order

THIS MATTER comes before the Court on Plaintiff’s Motion to Remand (Doc. No. 8), the Magistrate Judge’s Memorandum and Recommendation (“M&R”) (Doc. No. 9), the Parties’ consent to remand this action (Doc. No. 13), and Defendant’s Motion to Dismiss (Doc. No. 4).


On March 24, 2022, Plaintiff filed this breach of contract action in the Superior Court of Mecklenburg County. Defendant removed the action to this court on May 26, 2022, asserting diversity jurisdiction. Thereafter, Plaintiff filed a motion to remand, arguing the amount in controversy does not exceed \$75,000. (Doc. No. 8). The Magistrate Judge recommended granting Plaintiff’s motion to remand because Defendant failed to meet its burden proving it met the amount in controversy requirement. (Doc. No. 11). Days later, the parties filed a proposed consent order in which they consented to remand of this case because Plaintiff stipulated that his “damages do not equal or exceed \$25,000.00 and that Plaintiff will never allege his damages equal or exceed \$25,000.00 and . . . will never attempt to recover any sum in excess of \$25,000.00 related to the above-captions case.” (Doc. No. 13).

Accordingly, for good cause shown and by consent of the Parties **IT IS, THEREFORE, ORDERED:**

1. Defendant's Motion to Dismiss (Doc. No. 4) is **DENIED as moot**;
2. Plaintiff's Motion to Remand (Doc. No. 8) is **GRANTED**; and
3. This case is **REMANDED** to the Superior Court of Mecklenburg County, North Carolina, Case No. 22 CVS 4949.

The Clerk of Court is Directed to close this case.

Signed: August 9, 2022


Robert J. Conrad, Jr.
United States District Judge

